

REMARKS

Claims 1, 7 - 10, and 20 remain pending in the application. Claims 2 - 6, 11 - 19 and 21 - 35 were previously canceled without prejudice.

Applicants are not conceding that the subject matter encompassed by the claims as presented prior to this Amendment is not patentable over the art cited by the Examiner, as claim amendments and cancellations in the present application are directed toward facilitating expeditious prosecution of the application and allowance of the currently-presented claims at an early date. Applicants respectfully reserve the right to pursue claims, including the subject matter encompassed by the claims as presented prior to this Amendment and additional claims, in one or more continuing applications.

I. Improper Finality of Office Action

The Office Action dated November 13, 2008 (hereinafter, “the Office Action”) was made final. However, as discussed in the Amendment filed September 3, 2008, the Office Action dated June 4, 2008 failed to (1) address all the subject matter recited in the claims and (2) relied on a reference which had not been made of record and had not been forwarded to Applicants.

In section 7 on page 6, the current Office Action states that the “limitations in question were left [out] as an oversight. However, the claim language is shown by the indicated

portions of the prior art as shown in the action.” This does not resolve the fact that the Office Action of June 4, 2008 failed to address all the elements of the Claims, which makes portions of the rejections in the current Office Action new and not caused by any amendment by Applicants. Therefore, withdrawal of the finality is respectfully requested on these grounds.

The Notices of References Cited dated August 22, 2007 lists Chapters 10 and 11 of the Lemay reference. Pages 192 - 215 were provided with that Office Action associated with that Notices of References Cited. However, in the Office Action of June 4, 2008, the Office Action appeared to only employ a passage from pages 227 - 231 in the rejection of the claims. This passage had not been cited in the Notices of References Cited dated August 22, 2007 nor the associated pages been forwarded to Applicants. The Notices of References Cited dated November 13, 2008 cited pages 227 - 231 of Lemay, and these pages were provided with the current Office Action. This is apparently the first time this passage was cited and made of record in the present application. Accordingly, since Applicants had not had a chance to fully address this rejection previously and the passage of Lemay is newly cited, making the current Office Action final is improper. Therefore, withdrawal of the finality is respectfully requested on these grounds as well.

II. Rejection under 35 U. S. C. §103(a)

Paragraph 6 of the Office Action dated November 13, 2008 (hereinafter, “the Office Action”) states that Claims 1, 7 - 10 and 20 are rejected under 35 U. S. C. §103(a) as being

unpatentable over Lemay et al., “Laura Lemay’s Web Workshop JavaScript”, Sams.net, 1996, Chapters 10-11, pp. 227-231 (hereinafter, “Lemay”) in view of U. S. Patent No. 6,983,331 to Mitchell et al (hereinafter “Mitchell”) and further in view of the article by Smith, et al., “Scalable Multimedia Delivery for Pervasive Computing”, ACM, 1999, pp. 132-140 (hereinafter “Smith”). This rejection is respectfully traversed with regard to the claims as currently presented.

Lines 6 - 8 of the Claim 1 recite “the markup language document comprises syntax specifying, for the displayable content component, at least three alternative selectable versions thereof and conditions for selecting each of the alternative selectable versions”. Lemay is cited against this subject matter, but it is not entirely clear what in Lemay is cited against this subject matter, although it appears to be pages 227 - 228. Pages 227 - 228 are directed to a Javascript routine which rotates advertisement banners. It is not clear in Lemay where the banners come from. There is no teaching or disclosure that *a markup language document comprises syntax specifying at least three alternative selectable versions and conditions for selecting each of the versions*. Rather, a JavaScript routine rotates three *different* graphics based on time.

Lines 9 - 10 of Claim 1 recite “each of at least two of the at least three alternative selectable versions has a different media type”. The Office Action explicitly states that Lemay fails to disclose this subject matter. Apparently, this subject matter is alleged to be disclosed by Smith in section 4.9. Smith has to do with scalable delivery of multimedia documents. The

most seemingly pertinent portion of section 4.9 simply states that “[t]he last policy substitutes the information images, i.e., logos, icons, mastheads, with related text if the device screen is small.” This passage from Smith seems to disclose two media types (image and text).

However, in the Smith system, only a single version of the displayable content component is forwarded from the server. Smith is directed to transcoding the single version. “At least three alternative selectable versions”, as per Claim 1, and not taught or disclosed by Smith and are not received by the client device in Smith. Rather, a single version of content ’ is forwarded by the server and received by the client. Nothing ‘selectable’ is forwarded to the client. Further, transcoding is performed on the single version to change its ‘media type’ from image to text if deemed necessary. Passages from columns 3 - 4 and 8 and the abstract of Mitchell are also discussed with Smith, but neither passage discloses the concept of “at least three alternative selectable versions”, as per Claim 1.

Lines 13 - 16 of Claim 1 recite:

“matching the determined current window size, at the client device, to the specified conditions to select a particular one of the alternative selectable versions of the displayable content component from the syntax specifying the alternative selectable versions in the markup language document, the selected particular version having a first media type”.

It is not entirely clear exactly what in the cited art is cited relative to this subject matter, but Lemay and Mitchell are discussed. Lemay changes banners based on time, and is silent with respect to window size and media types. No matching is performed in Lemay, much less matching a determined window size to specified conditions. Matching is not performed

relative to selecting one of alternative selectable versions. Mitchell is also cited, the Office Action stating that “Primary, and additional content are displayed on the browser, if the display area is sufficiently large to accommodate both contents”. Once again, no matching is performed to match “the determined current window size, at the client device, to the specified conditions *to select a particular one of the alternative selectable versions* of the displayable content component from the *syntax specifying the alternative selectable versions in the markup language document*”, per Claim 1.

Lines 22 - 26 of Claim 1 recite “responsive to subsequently detecting, at the client device, a change in the current window size, repeating the matching to select a different one of the alternative selectable versions, the selected different version having a second media type that is different from the first media type, and repeating the rendering, wherein the selected different one is rendered as the displayable content component.” The Office Action states that Lemay does not disclose this subject matter. The Office Action goes on to cite passages from Smith and Mitchell relative to this subject matter. Smith and Mitchell do not teach, suggest or disclose this subject matter. The cited passages from Mitchell discuss the desirability of reducing or eliminating the need to scroll when displaying content. Apparently, a server detects whether the browser window type is large enough for displaying content, and, if so, sends content and ‘additional content’ to the browser. If the window has been resized so that it is too small to actually display both contents, then the additional content is stored locally. Alternative selectable versions having different media types are not taught or disclosed by Mitchell. No different version is selected. In Mitchell, if both the content and the additional

content are found not to be simultaneously displayable by the browser, then the additional content is stored locally. The decision to send just the content or both the content and the additional content is apparently not made at the client. Smith does not overcome the shortcomings of Mitchell. As discussed above, Smith transcodes content at a server. No changes of window size are detected by Smith. No repeat matching is performed by Smith. Accordingly, Claim 1 further distinguishes over the cited art.

Applicants note that the Office Action still fails to address some of the subject matter in Claim 1. Portions of lines 19 - 20 recites “each non-selected one of the versions of the displayable content component is omitted from the rendering of the markup language document”. Accordingly, a *prima facie* case of obviousness has not been made out relative to Claim 1.

Accordingly, a combination of Lemay, Mitchell and Smith (assuming, *arguendo*, that such combination could be made and that one of skill in the art was motivated to attempt it) does not yield Applicants’ claimed invention as recited in independent Claim 1. Applicants therefore respectfully submit that Claim 1 is patentable over the references. Dependent Claims 7 - 10 and 20 are deemed patentable by virtue of (*inter alia*) the allowability of Claim 1 from which they depend. Further differences between some of the dependent claims and the cited art will now be discussed.

Dependent Claim 7 recites “the syntax specifying the at least three alternative selectable

versions comprises a scripting language syntax”. Relative to this subject matter, pages 227 - 228 of Lemay are apparently cited. However, this portion of Lemay describes a JavaScript routine which is used to rotate banners. It is silent as to alternative selectable versions comprising a scripting language syntax or any other syntax.

Dependent Claim 8 recites “the syntax specifying the at least three alternative selectable versions comprises a markup language element in the markup language document”. Relative to this subject matter, pages 227 - 228 of Lemay are cited. This portion of Lemay describes a JavaScript routine which is used to rotate banners. It is silent as to whether its banners are markup language elements in a markup language document. Claim 8 also recites “wherein each of the alternative selectable versions is specified as a child element of the markup language element.” Relative to this subject matter, pages 227 - 228 of Lemay are cited. This portion of Lemay describes a JavaScript routine which is used to rotate banners. It is silent as to whether the banners are specified as child elements of a markup language element.

Dependent Claim 20 recites “the syntax specifying the conditions is specified in the markup language document as a reference to externally-stored logic that performs the evaluating.” Relative to this subject matter, pages 227 - 228 of Lemay are cited. This portion of Lemay describes a JavaScript routine which is used to rotate banners. It is silent as to whether the conditions are specified in a markup language document. No reference to externally-stored logic is disclosed.

Accordingly, Applicants submit that dependent Claims 7, 8 and 20 further distinguish over the cited art.

The Examiner is therefore respectfully requested to withdraw the §103 rejection of all claims as currently presented.

III. Conclusion

Applicants respectfully request reconsideration of the pending rejected claims, withdrawal of all presently outstanding rejections, and allowance of all remaining claims at an early date.

Respectfully submitted,

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